

Executed in 7 Counterparts of
which this is Counterpart No.

5895-F
RECORDATION NO. Filed & Recorded

JUL 30 1975-9 55 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as
of July 1, 1975, by and between

THE CHASE MANHATTAN BANK (National Association), a national banking association organized and existing under the laws of the United States of America (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, and
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, an Alabama corporation,
(together called the "Company"), parties of the second part;

W I T N E S S E T H That:

WHEREAS, by agreement dated as of January 15, 1971, as amended, (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 1 OF 1971; and

WHEREAS, Southern Railway Company assigned a portion of its interest in the Agreement to THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY by assignment dated as of January 16, 1971; and

WHEREAS, by the Agreement the Trustee did let and lease unto the Company certain railroad equipment as defined in the Agreement (the "Equipment") for a term as set forth in the Agreement, all upon such terms and conditions as therein specified; and

WHEREAS, in Section 4.9 of the Agreement, it is provided that in the event any units of the Equipment become unsuitable in any respect for the use of the Company and the Company shall have paid to the Trustee the selling price or Fair Value, as defined in the Agreement, of such units, then upon the filing with the Trustee of the appropriate documents, any monies paid to the Trustee pursuant to said Section 4.9 or Section 4.7 of the Agreement may be applied to the purchase of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid requirements of Section 4.9 of the Agreement now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as Trustee under the Agreement, two (2) 70-ton 52'6" Gondola Cars, one bearing Southern Railway Company's road number 66140 and one bearing The Alabama Great Southern Railroad Company's road number 66156 (the "Additional Equipment");

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all of its right, title, and interest under the contract for the acquisition of the Additional Equipment, and the Trustee does hereby let and lease the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

THE CHASE MANHATTAN BANK
(National Association),
By

.....
Title: Vice President
J. A. PAYNE

ATTEST:

.....
Assistant Secretary
G. W. LIDDY

SOUTHERN RAILWAY COMPANY,
THE ALABAMA GREAT SOUTHERN
RAILROAD COMPANY,
By

James L. Tapley, M.D.
Vice President of each of
the above companies

ATTEST:

.....
Assistant Secretary

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 23rd day of July, 1975, before
me personally appeared J. A. PAYNE, to me per-
sonally known, who, being by me duly sworn, says that he is a
Vice President of THE CHASE MANHATTAN BANK (National
(Title)
Association, that one of the seals affixed to the foregoing instru-
ment is the corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation pursuant to
due corporate authority and he acknowledged that the execution
of the foregoing instrument was the free act and deed of said
corporation.

Isabelle B. Shaw

ISABELLE B. SHAW
NOTARY PUBLIC, State of New York
No. 43-3619760
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 1977

DISTRICT OF COLUMBIA.

On this 28th day of July, 1975, before
me personally appeared James L. Tapley, to me personally
known, who, being by me duly sworn, says that he is a Vice President
of SOUTHERN RAILWAY COMPANY and THE ALABAMA GREAT SOUTHERN RAILROAD
COMPANY, that one of the seals affixed to the foregoing instrument
is the corporate seal of each of said corporations, that said instrument
was signed and sealed on behalf of said corporations pursuant to due
corporate authority and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporations.

Lawrence A. Huff

LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1977